

# **EXHIBIT AA**

Civil Court of the City of New York  
County of Kings

Index # LT-320688-23/KI



TIVOLI BI LLC

Petitioner(s)

Order

-against-

PHILIPPE DERICIEUX; "John" "Doe"; "Jane" "Doe"

First Name

of Tenant and/or Undertenant being fictitious  
and unknown to  
petitioner.

Person intended being in possession of the  
premises herein described.

Respondent(s)

The court dismisses the petition pursuant to CPLR 409(b). Respondent, *pro se*, presents fully executed lease renewals setting the rent at \$1,250.00 for the period of May 1, 2020 to April 1, 2021. Both the petition and petitioner's breakdown demand \$1350.00 for arrears allegedly accruing during that period. The court has adjourned this matter twice prior to today to allow petitioner to correct their breakdown or provide some legal basis for the increased amount. Today petitioner again refuses to change the breakdown or acknowledge the lower amount claimed to be owing. Petitioner admits the validity of the renewal leases presented but does not offer any valid legal argument for the increased rent demanded. As such, given these extraordinary circumstances, the court finds that the amount of rent demanded in the petition is not a good faith approximation of the rent due and owing. *EOM 106-15 217th Corp. v. Severine*, 62Misc. 3d141(A) (AT 2d Dep't 2019). As a defective notice cannot be amended, the petition must be dismissed for failure to state a cause of action. *Chinatown Apts. v. Lam*, 51 N.Y.2d 786 (1980).  
ORDERED: Petition dismissed.

This is the decision/order of the court, which will be uploaded to NYSCEF and hand-delivered to respondent in open court.

Date: \_\_\_\_\_

4/25/24

Hon. Jason P. Vendzules  
Judge, Housing Court